



NEWS RELEASE

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FOR IMMEDIATE RELEASE

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Summary of Cases Accepted and Related Actions for Week of July 23, 2012

[This news release is issued to inform the public about cases that the California Supreme Court has accepted, their general subject matter, and related actions. The statement of the issue or issues in each case does not necessarily reflect the view of the court or define the specific issues that will be addressed by the court.]

#12-85 *People v. Le, S202921.* (D057392; 205 Cal.App.4th 739, mod. 205 Cal.App.4th 1528a; San Diego County Superior Court; SCD212126.) Petition for review after the Court of Appeal affirmed judgments of conviction of criminal offenses. This case presents the following issue: Does Penal Code section 1170.1, subdivision (f), as interpreted by *People v. Rodriguez* (2009) 47 Cal.4th 501, preclude a trial court from imposing both a firearm use enhancement under Penal Code section 12022.5, subdivision (a), and a gang enhancement under Penal Code section 186.22, subdivision (b)(1)(B), when the offense is a serious felony as a matter of law?

#12-86 *Verano Condominium Homeowners Assn. v. La Cima Development, LLC, S202596.* (D058217; nonpublished opinion; San Diego County Superior Court; 37-2010-00090423-CU-CD-CTL.) Petition for review after the Court of Appeal reversed an order granting a petition to compel arbitration in a civil action. The court ordered briefing deferred pending decision in *Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC*, S186149 (#10-127), which presents the following issues: (1) Is a homeowners association bound by an arbitration provision contained in the covenants, conditions and restrictions for a common interest development that were executed and recorded prior to the time the association came into existence? (2) Did the Court of Appeal err by applying the state law doctrine of unconscionability only to the arbitration provision, and not to other provisions in the covenants, conditions and restrictions, in light of federal law prohibiting the application of state law to treat arbitration provisions differently from other provisions of the same agreement? (See *Allied-Bruce Terminix Cos. v. Dobson* (1995) 513 U.S. 265.)

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